

VENABLE, BAETJER, HOWARD & CIVILETTI

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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RICHARD M. VENABLE (1839-1910)
EDWIN G. BAETJER (1868-1945)
CHARLES MCH. HOWARD (1870-1942)

17146

DEC 27 1990 - 9:45 AM

INTERSTATE COMMERCE COMMISSION

SHARON COLLINS CASEY

17146

RECORDATION NO. FILED 1990

DEC 27 1990 - 9:45 AM

December 27, 1990

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Room 2303
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423
Attn: Ms. Mildred Lee
Recordation Unit

17146

RECORDATION NO. FILED 1990

DEC 27 1990 - 9:45 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

On behalf of CSX Transportation, enclosed for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are an original and one counterpart of each of the following three documents, all of which relate to the following rail equipment:

275 100-Ton Triple Hopper Coke Cars, Road Numbers 295000 - 295274.

Document # 1: Lease Agreement dated as of November 1, 1990 between Wilmington Trust Company as Owner Trustee and Lessor and CSX Transportation, Inc. as Lessee.

Document # 2: Indenture, Mortgage and Security Agreement dated as of November 1, 1990 between Wilmington Trust Company as Owner Trustee and Mercantile-Safe Deposit and Trust Company as Indenture Trustee.

Document # 3: Lease and Indenture Supplement No. 1 dated December 18, 1990 between Wilmington Trust Company as Lessor/Owner Trustee, CSX Transportation, Inc. as Lessee and Mercantile-Safe Deposit and Trust Company as Indenture Trustee.

Sharon C. Casey

Ms. Mildred Lee
December 27, 1990
Page 2

The names and addresses of the parties are as follows:

Lessee

CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201

Lessor/Owner Trustee

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

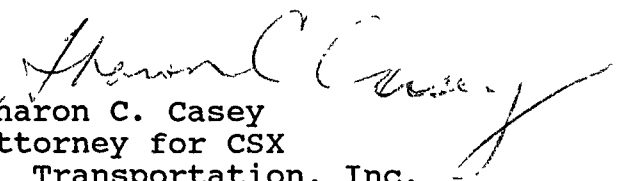
Indenture Trustee

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

It is our understanding based on consultation with personnel in the Recordation Unit that the Lease will be recorded as the primary document and that both the Indenture, Mortgage and Security Agreement and the Lease and Indenture Supplement will be recorded as secondary documents A and B under the primary document number. We further understand that the fee for recording each of the documents is \$15.00, for a total fee of \$45.00 which is paid herewith.

Please file and record the documents described above and index them under the parties' names in accordance with your normal procedures. Also, please stamp the extra counterparts with your recordation number and return them to the delivering messenger along with the fee receipt. When the documents have been filed and recorded, please send the letter from the ICC acknowledging the filing to the undersigned.

Very truly yours,


Sharon C. Casey
Attorney for CSX
Transportation, Inc.

Enclosures

SCC:smn
5089B

Interstate Commerce Commission
Washington, D.C. 20423

12/27/90

OFFICE OF THE SECRETARY

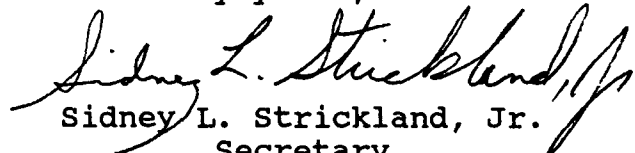
Sharon C Casey

Venable Raetjer, Howard & Civiletti
1201 New York Avenue Suite 1000
Washington, D.C. 20008

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/27/90 at 9:15am , and assigned recordation number(s). 17145, 17145-A & 17145-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

DUPLICATE COUNTERPART

LEASE AND INDENTURE SUPPLEMENT NO. 1

RECORDATION NO. 17146 FILED 1425

Dated December 27, 1990

DEC 27 1990 -9⁴⁰ AM

INTERSTATE COMMERCE COMMISSION

Among

WILMINGTON TRUST COMPANY
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
not in its individual capacity but solely as trustee,
Indenture Trustee

275 Bethlehem Steel 100-Ton Triple Hopper Coke Cars
[CSX Trust 1990/BNY-3]

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAIL EQUIPMENT COVERED HEREBY OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF THE MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE, MORTGAGE AND SECURITY AGREEMENT DATED AS OF NOVEMBER 15, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT
TO 49 U.S.C. § 11303 ON DECEMBER __, 1990
AT __: __ .M., RECORDATION NUMBER ____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated December __, 1990, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of November 15, 1990 (the "Trust Agreement") with BNY LEASING CORPORATION, a New York corporation, (the "Owner Participant"), CSX TRANSPORTATION, INC., a Virginia corporation (the "Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the Owner Participant and the Loan Participants listed on Schedule I thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease") and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture, Mortgage and Security Agreement (the "Indenture"), each dated as of November 15, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Rail Equipment to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on the Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Rail Equipment under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Rail Equipment to the Lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Rail Equipment listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Rail Equipment for all purposes hereof and of the Lease. The date of delivery and acceptance of such Rail Equipment under the Lease is the date of this Lease and Indenture Supplement No. 1 set forth in the opening paragraph hereof. The Lease Term for such Rail Equipment shall commence on the date hereof.

3. The aggregate Lessor's Cost of the Rail Equipment leased hereunder is \$12,375,000 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Unit leased hereunder are set forth on Schedule 1 hereto. The Basic Rent and the Stipulated Loss Values and Termination Values for the Rail Equipment set forth, respectively, on Schedules 2, 3 and 4 hereto shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay all or any portion of the Interim Amount required to be advanced by the Lessee for each Unit leased hereunder as provided for in the Lease and on each Payment Date to pay Basic Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on all of the Notes from time to time Outstanding under the Indenture and of all other amounts payable to or for the benefit of the Holders of the Notes and the Indenture Trustee under the Indenture, the Participation Agreement and the Indenture Estate Documents, and the performance and observance by the Owner Participant and the Owner Trustee of all agreements, covenants and provisions contained in the Indenture or in any other Operative Document (other than the Tax Indemnification Agreement), Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Rail Equipment listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns in trust for the benefit and security for the Holders from time to time of the Notes and for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 1
to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capa-
city but solely as Owner
Trustee

By _____
Title: Financial Services Officer

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
not in its individual capa-
city but solely as Indenture
Trustee

ATTEST:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 1
to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capa-
city but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. J. [Signature]
Title: President

Indenture Trustee

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
not in its individual capa-
city but solely as Indenture
Trustee

ATTEST:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 1
to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capa-
city but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
not in its individual capa-
city but solely as Indenture
Trustee

ATTEST:

By Robert D. Brown
Title: Corporate Trust Officer

By [Signature]
Title:
VICE PRESIDENT

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this day of _____, 1990.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY
as Indenture Trustee

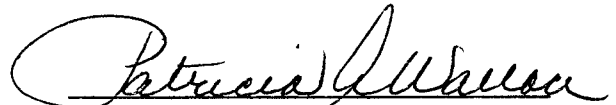
ATTEST:

By _____
Title:

By _____
Title:

STATE OF DELAWARE)
)
COUNTY OF NEWCASTLE) ss.:

On this ~~20th~~ ^{December} day of ~~September~~, 1990, before me personally appeared James P. Lawler, to me personally known, who, being by me duly sworn, says that he is Financial Services Officer of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:

[Notary Seal]

PATRICIA A. WALLACE
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 20, 1991

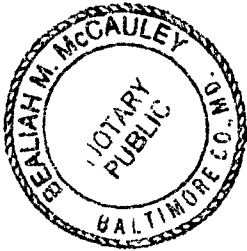
STATE OF MARYLAND)
)
CITY OF BALTIMORE) ss.:

On this 13th day of December 1990, before me personally appeared A. B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beulah W. M. McCauley
Notary Public

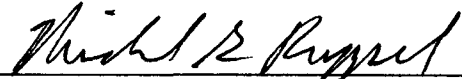
My Commission Expires: 11/1/93

[Notary Seal]



STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 20th day of December, 1990, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: OCTOBER 23, 1994

Michael G. Ruppel

[Notary Seal]

SCHEDULE 1

SCHEDULE OF RAIL EQUIPMENT TO BE DELIVERED

Description: Bethlehem Steel 100-Ton Triple Hopper Coke Cars

Quantity: 275

Road Numbers: CSXT 295275 through CSXT 295549

Lessor's Cost Per Unit: \$45,000

Aggregate Lessor's Cost: \$12,375,000

BASIC RENT

<u>Payment Date</u>	<u>Total Percentage of Lessor's Cost</u>	<u>Portion of Percentage of Lessor's Cost Payable in Advance</u>	<u>Portion of Percentage of Lessor's Cost Payable in Arrears</u>
26 Dec 1991	3.493446384	0.000000000	3.493446384
26 Jun 1992	5.332319515	0.000000000	5.332319515
26 Dec 1992	3.401686626	0.000000000	3.401686626
26 Jun 1993	5.424079273	0.000000000	5.424079273
26 Dec 1993	3.300769212	0.000000000	3.300769212
26 Jun 1994	5.524996687	0.000000000	5.524996687
26 Dec 1994	3.189780283	0.000000000	3.189780283
26 Jun 1995	5.635985616	0.000000000	5.635985616
26 Dec 1995	3.181908364	0.000000000	3.181908364
26 Jun 1996	5.643857455	0.000000000	5.643857455
26 Dec 1996	3.181908364	0.000000000	3.181908364
26 Jun 1997	5.643857455	0.000000000	5.643857455
26 Dec 1997	3.181908364	0.000000000	3.181908364
26 Jun 1998	5.643857455	0.000000000	5.643857455
26 Dec 1998	3.181908364	0.000000000	3.181908364
26 Jun 1999	5.643857455	0.000000000	5.643857455
26 Dec 1999	3.181908364	0.000000000	3.181908364
26 Jun 2000	5.643857455	0.000000000	5.643857455
26 Dec 2000	3.081167838	0.000000000	3.081167838
26 Jun 2001	5.744598061	0.000000000	5.744598061
26 Dec 2001	2.969139960	0.000000000	2.969139960
26 Jun 2002	5.856625939	0.000000000	5.856625939
26 Dec 2002	2.863022707	0.000000000	2.863022707
26 Jun 2003	7.924024566	0.000000000	7.924024566
26 Dec 2003	2.698894788	0.000000000	2.698894788
26 Jun 2004	8.088152485	0.000000000	8.088152485
26 Dec 2004	2.520496081	0.000000000	2.520496081
26 Jun 2005	17.269055596	9.002504404	8.266551192
26 Dec 2005	1.784542869	1.784542869	0.000000000
26 Jun 2006	9.002504404	9.002504404	0.000000000
26 Dec 2006	1.784542869	1.784542869	0.000000000
26 Jun 2007	9.075585131	9.075585131	0.000000000
26 Dec 2007	1.711462141	1.711462141	0.000000000
26 Jun 2008	9.295155556	9.295155556	0.000000000
26 Dec 2008	1.491891717	1.491891717	0.000000000
26 Jun 2009	9.529560485	9.529560485	0.000000000
26 Dec 2009	1.257486788	1.257486788	0.000000000
26 Jun 2010	9.841562263	9.841562263	0.000000000
26 Dec 2010	0.945485010	0.945485010	0.000000000
26 Jun 2011	10.262138909	10.262138909	0.000000000
26 Dec 2011	0.524908364	0.524908364	0.000000000
26 Jun 2012	10.787047192	10.787047192	0.000000000

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule the amount of Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Stipulated Loss Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

Payment Date

Percentage of
Lessor's Cost

06/26/91	109.02526964%
12/26/91	111.29261315%
06/26/92	111.44184590%
12/26/92	113.24195765%
06/26/93	112.87370624%
12/26/93	114.41476457%
06/26/94	113.64814443%
12/26/94	115.04822254%
06/26/95	113.88099043%
12/26/95	114.96063823%
06/26/96	113.43910943%
12/26/96	114.15245797%
06/26/97	112.27658946%
12/26/97	112.68497543%
06/26/98	110.55703095%
12/26/98	110.77039811%
06/26/99	108.47522455%
12/26/99	108.51506680%
06/26/2000	106.09770805%
12/26/2000	106.13359685%
06/26/2001	103.51317293%
12/26/2001	103.55283112%
06/26/2002	100.71363075%
12/26/2002	100.75844625%
06/26/2003	95.75804331%
12/26/2003	95.81044171%
06/26/2004	90.52285303%
12/26/2004	90.62418689%
06/26/2005	85.16935520%
12/26/2005	78.54090032%
06/26/2006	79.16457798%
12/26/2006	72.30549932%
06/26/2007	72.64853532%
12/26/2007	65.42814170%
06/26/2008	65.62507313%
12/26/2008	57.97616229%
06/26/2009	58.18657591%
12/26/2009	50.08191501%
06/26/2010	50.34479265%
12/26/2010	41.74207080%
06/26/2011	42.19134360%
12/26/2011	33.04383345%
06/26/2012	34.29270799%
12/26/2012	25.00000000%
06/26/2013	25.00000000%

SCHEDULE 4
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule the amount of any Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Termination Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

Payment Date

Percentage of
Lessor's Cost

06/26/91	109.02526964%
12/26/91	111.29261315%
06/26/92	111.44184590%
12/26/92	113.24195765%
06/26/93	112.87370624%
12/26/93	114.41476457%
06/26/94	113.64814443%
12/26/94	115.04822254%
06/26/95	113.88099043%
12/26/95	114.96063823%
06/26/96	113.43910943%
12/26/96	114.15245797%
06/26/97	112.27658946%
12/26/97	112.68497543%
06/26/98	110.55703095%
12/26/98	110.77039811%
06/26/99	108.47522455%
12/26/99	108.51506680%
06/26/2000	106.09770805%
12/26/2000	106.13359685%
06/26/2001	103.51317293%
12/26/2001	103.55283112%
06/26/2002	100.71363075%
12/26/2002	100.75844615%
06/26/2003	95.75804331%
12/26/2003	95.81044171%
06/26/2004	90.52285303%
12/26/2004	90.62418689%
06/26/2005	85.16935520%
12/26/2005	78.54090032%
06/26/2006	79.16457798%
12/26/2006	72.30549932%
06/26/2007	72.64853532%
12/26/2007	65.42814170%
06/26/2008	65.62507313%
12/26/2008	57.97616229%
06/26/2009	58.18657591%
12/26/2009	50.08191501%
06/26/2010	50.34479265%
12/26/2010	41.74207080%
06/26/2011	42.19134360%
12/26/2011	33.04383345%
06/26/2012	34.29270799%
12/26/2012	25.00000000%
06/26/2013	25.00000000%